

**ATTORNEY RETAINER AGREEMENT
PRIVILEGED AND CONFIDENTIAL**

The undersigned "Client", Tim Morabito, agrees to retain Bruce W. Steckler, R. Dean Gresham, and Stuart L. Cochran, "Attorneys" for any claims Client may have against the National Football League and NFL Properties LLC, successor-in-interest to NFL Properties, Inc. in connection with the National Football League Concussion Litigation (*In re National Football League Players' Concussion Injury Litigation*) or the settlement thereof, or against any other person or entity for injuries or damages sustained by Client as a result of playing in the National Football League (the "Claims").

Attorneys agree to handle such Claims on the following basis:

- For any gross proceeds obtained on behalf of Client, Client shall pay and hereby assigns Attorneys 25% of gross proceeds. *or whatever cap is placed by Judge.*
- **No fee shall be owed by Client to Attorneys if no recovery is obtained.**

The term "gross proceeds" shall include the total fair market value of all monies and/or property recovered.

In addition to legal services, the Attorneys will advance on Client's behalf reasonable expenses necessary and appropriate to developing Client's Claim. **These expenses are to be repaid by Client from Client's share of the recovery at the end of the case. But if there is no recovery, the Client will not be responsible for repayment of such expenses.** The Attorneys are authorized to incur those expenses they deem reasonable and necessary to accomplish a satisfactory resolution of the Claims and shall advance those expenses as incurred. Said expenses may include, but may not be limited to, medical testing for the Client, investigation, travel and lodging, expert witness fees, consultant fees, and expenses relating to making a Claim against the settlement fund. **Attorneys will make their reasonable best efforts to minimize expenses such that Client's share of the recovery is not unduly diminished.**

Client agrees that Attorneys retain the right at any time during their representation of Client to release themselves from this contract and withdraw from the representation of the Client, if it appears to Attorneys that circumstances have developed which would hinder continued effective litigation of the Claim; that continued litigation would not be cost effective or result in a favorable recovery; or Client engages in conduct which renders it unreasonably difficult for Attorneys to carry out the employment effectively. If Attorneys withdraw without good cause, Attorneys shall not be entitled to a fee under this Agreement, but will retain a lien for expenses and costs which have been advanced on Client's behalf. Client agrees to protect such sums out of any recovery ultimately obtained.

Client can terminate this Agreement with or without good cause. If Client terminates this Agreement for good cause, no Attorneys' fee is owed, but Attorneys will have a lien for expenses and costs advanced on Client's behalf. If Client terminates this Agreement *without* good cause or retains other attorneys in place of Attorneys, Clients are obligated to immediately repay Attorneys all disbursements incurred or advanced by Attorneys, and Attorneys shall be due the 25% of gross proceeds due Attorneys at the conclusion of the case, unless the Court caps Attorneys' fees in this case. If attorney fees are capped by the Court, then the Attorneys shall be due the percentage of gross proceeds as set by the Court.

Client will keep Attorneys reasonably advised of Client's whereabouts, cooperate in case preparation and be present on reasonable notice for any necessary appearances. Attorneys agree to keep Client reasonably informed of the progress of Client's Claims.

Attorneys agree not to settle Client's Claims without the express approval of Client. Client acknowledges the Attorneys have made no guarantee as to what amount the client might recover or that there will be any recovery at all. The Client is responsible for obtaining tax or financial advice regarding any recovery. Client understands that Attorneys may also represent other NFL players with similar claims and further understands that such representation may involve negotiating settlements on behalf of a group of NFL players. With full knowledge of this potential conflict of interest, Client hereby consents to the common representation by Attorneys. Client acknowledges that Attorneys have explained the existence of this potential conflict and its consequences to Client.

The agreement is performable only in Dallas County, Texas and binds Client's heirs, executors, administrators, successors and assignees, and anyone over whom Client is acting in a representative capacity. Client acknowledges that there are no agreements between Client and Attorneys other than as expressed in this agreement and understands that this agreement may only be modified in a writing signed by Client and Attorneys.

READ CAREFULLY. THIS IS YOUR AGREEMENT: IT PROTECTS BOTH YOU AND YOUR ATTORNEY AND WILL PREVENT MISUNDERSTANDINGS IN THE FUTURE. IF YOU DO NOT UNDERSTAND IT, OR IF IT DOES NOT CONTAIN ALL OF THE AGREEMENTS, PLEASE DO NOT SIGN THIS CONTRACT.

Signed this 26th day of JULY 2016.

Attorney Signature

Client Signature

Tim Morabito

Client Name

Prosper, Tx 75078

Client City, State, Zip

917-841-6341

Client Telephone

timothy.morabito@structuretone.com

Client E-Mail

Notice to Clients: The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, call 1-800-932-1900. This is a toll-free call.